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BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF ALPHONSO J. VARNER

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKET NO. 2000-040-C

MARCH 24, 2000

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
BUSINESS ADDRESS.

A. My name is Alphonso J. Varner. I am employed by BellSouth as Senior
Director for State Regulatory for the nine-state BellSouth region. My business
address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
AND EXPERIENCE.

A. I graduated from Florida State University in 1972 with a Bachelor of
Engineering Science degree in systems design engineering. I immediately
joined Southern Bell in the division of revenues organization with the
responsibility for preparation of certain investment separations studies for
division of revenues and for reviewing interstate settlements.

Subsequently, I accepted an assignment in the rates and tariffs organization
with responsibilities for administering selected rates and tariffs including

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1 preparation of tariff filings. In January 1994, I was appointed Senior Director
 2 of Pricing for the nine-state region. I was named Senior Director for
 3 Regulatory Policy and Planning in August 1994, and I accepted my current
 4 position as Senior Director of Regulatory in April 1997.

5
 6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

7
 8 A. The purpose of my testimony is to present BellSouth's position on several
 9 issues raised by e.spire Communications, Inc. ("e.spire") in its Petition for
 10 Arbitration filed with the Public Service Commission of South Carolina
 11 ("Commission") on January 21, 2000. Specifically, I respond to the following
 12 issues raised by e.spire: *Issues: 1-22, 24-26, 30-37, 49, 51, 55-57, 59-63*. In
 13 addition, I will respond to e.spire's witness, Mr. James Falvey, pre-filed direct
 14 testimony as it pertains to these issues.

15
 16 *Issue 1 [GT&C Part A, § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be*
 17 *required to pay liquidated damages for failure to (i) meet provisioning intervals*
 18 *prescribed in the agreement for UNEs, and (ii) provide service at parity as measured*
 19 *by the specified performance metrics?*

20
 21 *Issue 55 [Att. 9 App. E]: Should BellSouth be required to adopt the "Texas Plan"*
 22 *of performance penalties for failure to provide service at parity?*

23
 24
 25

1 Q. SHOULD THE COMMISSION REQUIRE BELL SOUTH TO PAY
2 PENALTIES FOR FAILURE TO MEET SERVICE QUALITY
3 MEASUREMENTS IN THIS ARBITRATION?
4

5 A. No. The issue of liquidated damages is not appropriate for arbitration. In its
6 October 4, 1999 Order on Arbitration in the ITC DeltaCom arbitration
7 proceeding, the Commission concluded that it lacks jurisdiction or
8 legislatively-granted authority to impose penalties or fines in the context of an
9 arbitrated agreement (Docket No. 1999-259-C, Order No. 1999-640, pages 12,
10 105). Even if a penalty or fine could be arbitrated, it is completely
11 unnecessary. State law and Commission procedures are available, and
12 perfectly adequate, to address any breach of contract situation should it arise.
13

14 BellSouth has worked with the FCC to finalize a voluntary BellSouth proposal
15 for self-effectuating enforcement measures. A copy of BellSouth's proposal is
16 attached as Exhibit AJV-1 to my testimony. This proposal was presented to
17 e.spire during negotiations. This is a voluntary proposal made by BellSouth
18 which would take effect on a state-by-state basis concurrent with approval for
19 BellSouth to enter into long distance in each state and subject to acceptance by
20 the FCC. This proposal should not, however, be interpreted in any way as
21 BellSouth's admission that the Commission or the FCC have the authority to
22 impose self-executing penalties or liquidated damages without BellSouth's
23 voluntary agreement.
24
25

1 *Issue 2 [Att. 1, § 34.4, Att. 3, § 6.6.2]: Should FCC and Commission orders which*
 2 *are “effective” or “final and non-appealable” be incorporated into the agreement?*

3

4 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

5

6 A. BellSouth understands that this issue has been resolved between the parties.
 7 However, BellSouth reserves its right to provide additional testimony on this
 8 issue if e.spire should indicate otherwise.

9

10 *Issue 3 [§ 49]: Should a “fresh look” period be established which permits customers*
 11 *subject to BellSouth volume and term service contracts to switch to e.spire service*
 12 *without imposition of early termination penalties?*

13

14 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

15

16 A. BellSouth does not believe this is an appropriate issue for arbitration.
 17 BellSouth is under no obligation under the 1996 Act or the FCC rules to
 18 establish a “fresh look” period on volume and term contracts. Moreover, the
 19 Commission should not unilaterally change the terms of a contract entered into
 20 by two independent, private parties. In an effort to accommodate CLECs,
 21 BellSouth has agreed to make all volume and term contracts available for
 22 discounted resale and to waive the payment of termination liability charges
 23 where e.spire assumes the terms and conditions of the contract on behalf of
 24 e.spire’s end-user customer.

25

1 Q. ON PAGE 8, MR. FALVEY CLAIMS THAT TERMINATION CHARGES
2 IN BELLSOUTH'S VOLUME AND TERM CONTRACTS "ESSENTIALLY
3 ENSURES THAT VERY VALUABLE CUSTOMERS DO NOT SWITCH
4 OVER TO COMPETITIVE CARRIERS". PLEASE COMMENT.

5
6 A. Mr. Falvey's concern is unfounded. As previously stated, if e.spire assumes
7 the contract with all of its terms and conditions, the termination liability will
8 not be assessed upon assumption by e.spire. Consequently, termination
9 liability does not act as a barrier to e.spire serving those customers.

10
11 Q. HAS THE COMMISSION PREVIOUSLY RULED ON THE
12 APPROPRIATENESS AND APPLICATION OF TERMINATION
13 CHARGES?

14
15 A. Yes. In its Order Establishing Discount in Docket No. 98-378-C, Order No.
16 98-1029, dated December 29, 1998 ("CSA Discount Order"), the Commission
17 approved the following limitations concerning the resale of CSAs by CLECs:

18 "If a CLEC assumes all of the requirements (i.e., terms and conditions)
19 on the contract (CSA), BST proposes that no termination charges apply
20 at the time of assignment. A CLEC can take such action as adding or
21 changing services that are provided for by the terms of the contract, and
22 the CLEC is free to provide any other services subject to its agreement
23 outside of the CSA. If the CLEC terminates the CSA early or does not
24 comply with the terms and conditions of the CSA, the liability as stated
25 in the contract should apply." (CSA Discount Order, page 14)

1 Clearly by adopting this provision, the Commission recognized that
2 termination liability provisions in CSAs should not be ignored by either the
3 end user or by the CLEC that assumes the CSA.

4

5 *Issue 4 [§ 50.2]: Should BellSouth provide intraLATA toll service to e.spire local*
6 *exchange service customers on the same basis that it provides intraLATA toll*
7 *services to all customers of BellSouth local exchange services?*

8

9 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

10

11 A. BellSouth understands that this issue has been resolved between the parties.
12 However, BellSouth reserves its right to provide additional testimony on this
13 issue if e.spire should indicate otherwise.

14

15 *Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should*
16 *the definition of "local traffic" include dial-up calling to modems and servers of*
17 *Internet Service Providers ("ISPs") located within the local calling area?*

18

19 Q. WHAT IS BELLSOUTH'S PROPOSED DEFINITION OF LOCAL
20 TRAFFIC?

21

22 A. BellSouth proposes the following definition of local traffic for inclusion in the
23 Interconnection Agreement with e.spire:

24 "Local Traffic" is defined as any telephone call that originates in one
25 exchange and terminates in either the same exchange, or other local

1 calling area associated with the originating exchange as defined and
2 specified in Section A3 of BellSouth's General Subscriber Service
3 Tariff. As clarification of this definition and for reciprocal
4 compensation, Local Traffic does not include traffic that originates
5 from or is directed to or through an enhanced service provider or
6 information service provider. As further clarification, Local Traffic
7 does not include calls that do not transmit information of the user's
8 choosing. In any event, neither Party will pay reciprocal compensation
9 to the other if the "traffic" to which such reciprocal compensation
10 would otherwise apply was generated, in whole or in part, for the
11 purpose of creating an obligation on the part of the originating carrier
12 to pay reciprocal compensation for such traffic.

13
14 This basic definition appears in several places in the proposed agreement,
15 including the General Terms and Conditions – Part B and Section 6.1.2 of
16 Attachment 3.

17
18 Q. WHAT IS E.SPIRE'S POSITION CONCERNING THE DEFINITION OF
19 LOCAL TRAFFIC?

20
21 A. e.spire has proposed to include the following in its definition of local traffic:
22 any telephone call that originates from an NXX assigned to one local calling
23 area and terminates to, or is delivered to an Information Service Provider or
24 Internet Service Provider ("ISP") with, an NXX assigned to the same local
25 calling area, or a corresponding Extended Area Service (EAS) exchange area.

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Q. HAS THIS COMMISSION PREVIOUSLY RULED ON THE INCLUSION OF ISP BOUND TRAFFIC IN THE DEFINITION OF LOCAL TRAFFIC SUBJECT TO RECIPROCAL COMPENSATION?

A. Yes. In the Commission’s Order on Arbitration in the ITC DeltaCom Arbitration proceeding, the Commission found that ISP-bound traffic is non-local interstate traffic and as such is not subject to the reciprocal compensation obligations of the Act (Docket No. 1999-259-C, Order No. 1999-640, page 66).

Q. HOW DO THE TELECOMMUNICATIONS ACT OF 1996 (“ACT”) AND THE FCC’S FIRST REPORT AND ORDER IN CC DOCKET 96-98 ADDRESS RECIPROCAL COMPENSATION?

A. Reciprocal compensation applies only when local traffic is terminated on either party’s network. One of the Act’s basic interconnection rules is contained in 47 U.S.C. § 251(b)(5). That provision requires all local exchange carriers “to establish reciprocal compensation arrangements for the transport and termination of telecommunications.” Section 251(b)(5)’s reciprocal compensation duty arises, however, only in the case of local calls. In fact, in its August 1996 Local Interconnection Order (CC Docket No. 96-98), paragraph 1034, the FCC made it perfectly clear that reciprocal compensation rules do not apply to interstate or interLATA traffic such as interexchange traffic:

1 *We conclude that Section 251(b)(5), reciprocal compensation*
 2 *obligation, should apply only to traffic that originates and terminates*
 3 *within a local area assigned in the following paragraph. We find that*
 4 *reciprocal compensation provisions of Section 251(b)(5) for transport*
 5 *and termination of traffic do not apply to the transport and termination*
 6 *of interstate or intrastate interexchange traffic.*

7

8 Further, in Paragraph 1037 of that same Order, the FCC stated:

9

10 *We conclude that section 251(b)(5) obligations apply to all LECs in the*
 11 *same state-defined local exchange areas, including neighboring*
 12 *incumbent LECs that fit within this description.*

13

14 The FCC's interpretation of reciprocal compensation applying only to local
 15 traffic is consistent with the Act, which established a reciprocal compensation
 16 mechanism to encourage local competition.

17

18 Q. WHAT IS BELLSOUTH'S POSITION ON THE APPLICABILITY OF
 19 RECIPROCAL COMPENSATION TO ISP-BOUND TRAFFIC?

20

21 A. Because ISP-bound traffic is interstate traffic, not local traffic, it is not subject
 22 to the reciprocal compensation obligations contained in Section 251 of the Act.
 23 Payment of reciprocal compensation for ISP-bound traffic is inconsistent with
 24 the law and is not sound public policy.

25

1 Q. IS BELLSOUTH'S POSITION REGARDING THE JURISDICTION OF ISP-
2 BOUND TRAFFIC CONSISTENT WITH THE FCC'S FINDINGS AND
3 ORDERS?
4

5 A. Absolutely. BellSouth's position is supported by, and is consistent with, the
6 FCC's findings and Orders which state that, for jurisdictional purposes, traffic
7 must be judged by its end-to-end nature, and must not be judged by looking at
8 individual components of a call. Therefore, for purposes of determining
9 jurisdiction for ISP-bound traffic, the originating location and the final
10 termination must be looked at from an end-to-end basis. BellSouth's position
11 is consistent with long-standing FCC precedent, which began in 1944 and has
12 been reaffirmed several times since then.
13

14 In its February 26, 1999 Declaratory Ruling, the FCC once again confirmed
15 that ISP-bound traffic is access service subject to interstate jurisdiction and is
16 not local traffic. In its Declaratory Ruling, the FCC concluded that "ISP-bound
17 traffic is non-local interstate traffic." (fn 87) The FCC noted in its decision
18 that it traditionally has determined the jurisdiction of calls by the end-to-end
19 nature of the call. In paragraph 12 of this same Order, the FCC concluded
20 "that the communications at issue here do not terminate at the ISP's local
21 server, as CLECs and ISPs contend, but continue to the ultimate destination or
22 destinations, specifically at an Internet website that is often located in another
23 state." Further, in paragraph 12 of its Declaratory Ruling, the FCC finds that
24 "[a]s the Commission stated in *BellSouth MemoryCall*, this Commission has
25

jurisdiction over, and regulates charges for, the local network when it is used in conjunction with the origination and termination of interstate calls.”

The FCC makes plain that no part of an ISP-bound communication terminates at the facilities of an ISP. Once it is understood that ISP-bound traffic “terminates” only at distant websites, which are almost never in the same exchange as the end-user, it is evident that these calls are not local.

Q. DOESN'T AN ISP PAY BASIC LOCAL EXCHANGE RATES FOR THE SERVICE IT RECEIVES?

A. Yes. However, the fact that the FCC has exempted enhanced service providers, including ISPs, from paying interstate switched access charges does not alter the fact that the connection an ISP obtains is an access connection. The FCC confirmed this fact in its Declaratory Ruling, at paragraph 16: “The fact that ESPs are exempt from access charges and purchase their PSTN links through local tariffs, does not transform the nature of traffic routed to ESPs.” Instead, the exemption limits the compensation that an incumbent local exchange carrier (“ILEC”) in providing such a connection can obtain from an ISP. Further, under the access charge exemption, the compensation derived by an ILEC providing the service to an ISP has been limited to the rates and charges associated with business exchange services. Nevertheless, the ISP’s service involves interstate communications. The ISP obtains access service that enables a communications path to be established by its subscriber. The ISP, in turn, recovers the cost of the telecommunications services it uses to

1 deliver its service through charges it assesses on the subscribers of the ISP's
2 service.

3

4 The interstate access connection that permits an ISP to communicate with its
5 subscribers falls within the scope of exchange access and, accordingly,
6 constitutes an access service as defined by the FCC:

7 *Access Service* includes services and facilities provided for the
8 origination or termination of any interstate or foreign
9 telecommunications. (47 CFR Ch. 1 §69.2(b)) (emphasis added)

10

11 Q. ON PAGE 11, MR. FALVEY CONTENDS THAT E.SPIRE WILL NOT BE
12 COMPENSATED FOR CARRYING ISP TRAFFIC UNLESS IT IS
13 INCLUDED IN THE DEFINITION OF LOCAL TRAFFIC. IS IT
14 REASONABLE FOR COMPENSATION FOR ISP TRAFFIC TO BE PAID
15 FROM LOCAL SERVICE REVENUES?

16

17 A. No. The FCC has clearly established that ISP-bound traffic is access traffic,
18 not local traffic. The local exchange rates paid by end user customers were
19 never intended to recover costs associated with providing access service and
20 were established long before the Internet became popular. Basic local
21 exchange service customers buy access to the Internet directly from their ISP,
22 typically for a recurring monthly charge. The ISP therefore receives its
23 revenue directly from its end user customers. Further, ISPs pay their serving
24 LEC only for the access service they receive. In addition to the compensation
25 e.spire receives directly from its ISP customers, e.spire wants additional

1 compensation from BellSouth even though BellSouth doesn't collect revenues
2 for this service.

3
4 To demonstrate the absurdity of e.spire's claim, consider the following
5 example. Assume a BellSouth residential customer in South Carolina
6 subscribes to an ISP that is served by a CLEC. Based on available statistics, a
7 typical customer uses the Internet an average of 6.5 hours per week, i.e., a little
8 under 56 minutes per day. Using rates for reciprocal compensation that are
9 applicable to local traffic, this ISP-bound traffic would generate a reciprocal
10 compensation payment by BellSouth to the CLEC of \$3.34 per month [$\$.002 * 55.7 \text{ minutes/day} * 30 \text{ days}$]. BellSouth serves residence customers in South
11 Carolina at an average of \$14.82 per month (flat-rate local rate). Therefore, in
12 this example, BellSouth would be forced to turn over to the CLEC over 20%
13 percent of the local service revenue it receives from its end users that also
14 subscribe to an ISP served by a CLEC. This situation makes no economic
15 sense and would place an unfair burden on BellSouth and its customers.
16

17
18 Q. IF RECIPROCAL COMPENSATION IS NOT AUTHORIZED, WILL CLECs
19 BE UNCOMPENSATED FOR THE COSTS THEY INCUR TO PROVIDE
20 SERVICES TO ISPs?

21
22 A. No. The CLECs' ISP customers compensate the CLECs for services that are
23 provided just like an ILEC's ISP customer compensates the ILEC. The
24 CLECs' request for reciprocal compensation on ISP-bound traffic simply
25 provides CLECs with unearned windfall revenues and further increases the

1 unreimbursed cost of the ILEC.

2

3 Q. WHY IS IT NECESSARY TO INCLUDE IN THE DEFINITION OF LOCAL
4 TRAFFIC AN EXCEPTION FOR “FALSE TRAFFIC” DELIBERATELY
5 GENERATED FOR THE SOLE PURPOSE OF OBTAINING INCREASED
6 RECIPROCAL COMPENSATION?

7

8 A. Although this type of traffic has not yet been addressed in a case before this
9 Commission, it has been addressed in a complaint proceeding by another state
10 commission in BellSouth’s region. Generally speaking, the “traffic” at issue in
11 that proceeding is false traffic created for the sole purpose of generating
12 reciprocal compensation for which BellSouth was billed. Router-to-router
13 connections were established on virtually a 24-hour/7-days-per-week basis on
14 BellSouth’s network by a company who had entered into a reciprocal
15 compensation sharing arrangement with a particular CLEC. That CLEC
16 agreed to share with the originating party the reciprocal compensation it
17 received from BellSouth for this “false traffic.” Irrespective of any actual use
18 of the network connections established by its routers, the originating party kept
19 these connections open between the BellSouth network and the CLEC’s
20 network on essentially a 24 hour-a-day basis so as to generate reciprocal
21 compensation payments from BellSouth to the CLEC for that entire period. In
22 effect, the originating party and the CLEC established a private network, and
23 reciprocal compensation obligations under the Act do not extend to such
24 private networks.

25

1 That complaint was heard in August 1999, has been extensively briefed by the
 2 parties, and a decision is pending. By proposing to specifically exclude such
 3 traffic from the Parties' definition of local traffic, BellSouth has attempted to
 4 describe, albeit in a shorthand fashion, the type of traffic the third party
 5 originated--either for itself or on behalf of its other customers--on BellSouth's
 6 network and for which the CLEC attempted to collect reciprocal compensation
 7 from BellSouth. BellSouth's position, of course, is that such "traffic" is not
 8 local traffic subject to payment of reciprocal compensation. In fact, it isn't
 9 traffic at all. It is important to specify at this time that such traffic is not local
 10 traffic subject to payment of reciprocal compensation should it become an
 11 issue in South Carolina at some point in the future.

12

13 Q. WHAT DOES BELLSOUTH REQUEST OF THIS COMMISSION?

14

15 A. BellSouth respectfully requests that this Commission find BellSouth's
 16 proposed definition of local traffic to be consistent with the parties' reciprocal
 17 compensation obligations under Section 251(b)(5) of the Act. Specifically,
 18 BellSouth requests that this Commission reaffirm its previous ruling that the
 19 definition of local traffic expressly excludes ISP-bound traffic, which is
 20 jurisdictionally interstate traffic and, therefore, not subject to reciprocal
 21 compensation obligations under Section 251(b)(5) of the Act.

22

23 *Issue 6 [Att. 1 § 1.111; Att. 3 § 6.8.1]: Should the definition of "Switched Exchange*
 24 *Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol*
 25 *("VOIP") transmissions?*

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Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Due to the increasing use of IP technology mixed with traditional analog and digital technology to transport voice long distance telephone calls, BellSouth's position is that it is important to specify in the agreement that long distance calls, irrespective of the technology used to transport them, constitute switched access traffic and not local traffic, the same as any other long distance traffic is not local traffic.

Q. WHAT IS IP TELEPHONY?

A. IP Telephony is telecommunications service that is provided using Internet Protocol for one or more segments of the call. IP Telephony is, in very simple and basic terms, a mode or method of completing a telephone call. The word "Internet" in Internet Protocol Telephony refers to the name of the protocol; it does not mean that the service uses the World Wide Web. Currently there are various technologies used to transmit telephone calls, of which the most common are analog and digital. In the case of IP Telephony originated from a traditional telephone set, the local carrier first converts the voice call from analog to digital. The digital call is sent to a gateway that takes the digital voice signal and converts or packages it into data packets. These data packets are like envelopes with addresses which "carry" the signal across a network until they reach their destination, which is known by the address on the data packet, or envelope. This destination is another gateway, which reassembles

1 the packets and converts the signal to analog, or a plain old telephone call to be
 2 terminated on the called party's local telephone company's lines.

3
 4 To explain it another way, Phone-to-Phone IP Telephony is where an end user
 5 customer uses a traditional telephone set to call another traditional telephone
 6 set using IP Telephony. The fact that IP technology is used, at least in part, to
 7 complete the call is transparent to the end user. Phone-to-Phone IP Telephony
 8 is identical, by all relevant regulatory and legal measures, to any other basic
 9 telecommunications service, and should not be confused with calls to the
 10 Internet through an ISP. Characteristics of Phone-to-Phone IP Telephony are:

- 11 • IP Telephony provider gives end users traditional dial tone (not modem
 12 buzz);
- 13 • End user does not call modem bank;
- 14 • Uses traditional telephone sets (vs. computer);
- 15 • Call routes using telephone numbers (not IP addresses);
- 16 • Basic telecommunications (not enhanced);
- 17 • IP Telephone providers are telephone carriers (not ISPs).

18 Phone-to-Phone IP Telephony should not be confused with Computer-to-
 19 Computer IP Telephony, where computer users use the Internet to provide
 20 telecommunications to themselves.

21
 22 Q. WHAT IS INTERNET PROTOCOL?

23
 24 A. Technically speaking, internet protocol, or any other protocol, is an agreed
 25 upon set of technical operating specifications for managing and interconnecting

1 networks. In the above example, I referred to the gateways, which convert the
2 digital carrier voice signal into data packets and then from data packets back to
3 a digital carrier. The Internet protocol is the language, or signaling that these
4 gateways use to talk to each other. It has nothing to do with the transmission
5 medium (wire, fiber, microwave, etc.) that carries the data packets between the
6 gateways, but rather concerns gateways, or switches, that are found on either
7 end of that medium.

8
9 Q. HOW ARE IP TELEPHONY CALLS DIFFERENT FROM INTERNET
10 SERVICE PROVIDER (ISP) BOUND TRAFFIC?

11
12 A. Even though IP Telephony and ISP traffic both have the word “Internet” in
13 their name, they are completely different services and should not be confused.
14 The FCC’s April 10, 1998 Report to Congress states: “The record...
15 suggests... ‘phone-to-phone IP telephony’ services lack the characteristics that
16 would render them ‘information services’ within the meaning of the statute,
17 and instead bear the characteristics of ‘telecommunication services’.” Further,
18 Section 3 of the Telecommunications Act of 1996 defines
19 “telecommunications” as the “transmission, between or among points specified
20 by the user, of information of the user’s choosing, without change in the form
21 or content of the information as sent and received.” Thus, IP Telephony is
22 telecommunications service, not information or enhanced service.

23
24 Q. DOES THE FCC VIEW ISP BOUND TRAFFIC DIFFERENTLY THAN IP
25 TELEPHONY IN TERMS OF APPLICABLE CHARGES?

1
2 A. Yes. Neither ISP bound traffic nor the transmission of long-distance voice
3 services via IP Telephony traffic is local traffic; however, the FCC has treated
4 the two types of traffic differently in terms of the rates that such providers pay
5 for access to the local exchange company's network. ESPs, or Information
6 Service Providers have been exempted by the FCC from paying access charges
7 for use of the local network in order to encourage the growth of these emerging
8 services – most specifically access to the Internet. The FCC has found that
9 ESPs and ISPs use interstate access service, but are exempt from switched
10 access charges applicable to other long distance traffic. Instead, ISP-bound
11 traffic is assessed at the applicable business exchange rate. On the other hand,
12 the transmission of long-distance voice services – whether by IP telephony or
13 by more traditional means -- is not an emerging industry. In fact, it is a mature
14 industry – one that is not exempt from paying access charges for the use of the
15 local network. These same access charges are currently paid by all other long-
16 distance carriers.

17
18 Contrary to Mr. Falvey's allegation on page 14 of his testimony, BellSouth is
19 not attempting "to regulate by fiat ... a type of telecommunications that is
20 expressly excluded by state and federal regulators and legislators." To the
21 contrary, BellSouth simply is seeking to treat all long distance calls the same
22 regardless of the medium by which they are provided. BellSouth is required to
23 assess access charges on long distance calls regardless of the protocol used to
24 make them. To do otherwise would be to discriminate between long-distance
25 carriers utilizing IP telephony and those who do not.

1

2 *Issue 7 [§ 1.113]: Should e.spire's local switch be classified as both a tandem and*
 3 *end office switch for purposes of billing reciprocal compensation?*

4

5 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

6

7 A. Carriers should be compensated only for those functions they actually perform.
 8 If a call is not handled by a switch on a tandem basis, it is not appropriate to
 9 pay reciprocal compensation for the tandem switching function. A tandem
 10 switch connects one trunk to another trunk and is an intermediate switch or
 11 connection between an originating telephone call location and the final
 12 destination of the call. An end office switch is connected to a telephone
 13 subscriber and allows the call to be originated or terminated. If e.spire's switch
 14 is an end-office switch, then it is handling calls that originate from or terminate
 15 to customers served by that local switch, and thus e.spire's switch is not
 16 providing a tandem function. e.spire is seeking to be compensated for the cost
 17 of equipment it does not own and for functionality it does not provide.
 18 Therefore, this Commission should deny e.spire's request for tandem switching
 19 compensation when its switches do not perform those functions.

20

21 Q. HOW SHOULD E.SPIRE BE COMPENSATED FOR TRAFFIC IT
 22 TERMINATES?

23

24 A. BellSouth agrees that e.spire should be compensated for functions that its
 25 switches provide. The appropriate rates for reciprocal compensation are the

1 elemental rates for end office switching, tandem switching, if applicable, and
 2 transport. This Commission has addressed these elements in its June 1, 1998
 3 Order in Docket No. 97-374-C, Proceeding to Review BellSouth's Cost
 4 Studies for Unbundled Network Elements ("UNE Cost Order"). e.spire
 5 proposes that a composite rate be calculated and applied in every instance,
 6 regardless of which actual elements are used to terminate and transport the
 7 local traffic. However, the elemental rates established in the UNE Cost Order
 8 are the appropriate rates to use because they more closely represent the costs
 9 incurred to transport and terminate such local traffic.

10

11 Q. HOW DO THE FCC'S RULES DEFINE LOCAL TANDEM SWITCHING?

12

13 A. In its recently released UNE Remand Order (FCC 99-238), the FCC's rules at
 14 51.319(c)(3) state:

15

16 *Local Tandem Switching Capability.* The tandem switching capability
 17 network element is defined as:

18

(i) Trunk-connect facilities, which include, but are not limited to, the
 19 connection between trunk termination at a cross connect panel and
 20 switch trunk card;

21

(ii) The basic switch trunk function of connecting trunks to trunks; and

22

(iii) The functions that are centralized in tandem switches (as distinguished
 23 from separate end office switches), including but not limited, to call
 24 recording, the routing of calls to operator services, and signaling
 25 conversion features.

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It is BellSouth's understanding that e.spire's switch does not perform all of these functions. e.spire has produced no evidence to the contrary.

Q. DOES E.SPIRE'S SWITCH SERVE A GEOGRAPHIC AREA COMPARABLE TO BELL SOUTH'S TANDEM?

A. e.spire has offered no information to the Commission to demonstrate that e.spire's two end office switches in Columbia and Greenville are indeed performing the local tandem function, nor has e.spire offered any proof that its switches currently serve areas comparable to BellSouth's tandem switches. In order to make a showing that e.spire's switches serve a geographic area equal to or greater than that served by BellSouth's tandem switches, e.spire must provide information as to the location of its customers to demonstrate how its customers are actually being served by e.spire's switches. (MCI Telecommunications Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. LEXIS 11418 (N.D. Ill. June 22, 1999)).

e.spire provided maps which appear to represent the downtown areas of Columbia and Greenville. On these maps, e.spire has plotted the location of the customers it serves. These maps only demonstrate that e.spire is cherry-picking business customers in two downtown areas of South Carolina. Obviously, these maps do not demonstrate that e.spire's two end office switches serve the same geographic area as BellSouth's tandem switches.

1 The other maps that e.spire has provided appear to be maps of larger areas of
2 Columbia and Greenville which show the location of BellSouth's and
3 independent companies' switches. BellSouth fails to see how these maps
4 demonstrate anything meaningful in regard to the geographic areas served by
5 e.spire's two end office switches. Indeed, if these maps are meant to show that
6 e.spire's switches in Columbia and Greenville are capable of serving these
7 areas, BellSouth would note that e.spire must show the particular geographic
8 area it serves, not the geographic area that its switches may be capable of
9 serving. (See 47 C.F.R. § 51.711(a)(3)).
10

11 Further, even though e.spire may claim that its switches serve a large
12 geographic area in South Carolina, it is impossible for the Commission to
13 verify such a claim without evidence that e.spire has built or is leasing the loop
14 facilities necessary to actually serve customers scattered throughout that area.
15 BellSouth urges the Commission to keep this important point in mind when
16 reviewing the maps furnished by e.spire with its direct testimony.
17

18 Q. WHAT EVIDENCE DOES BELL SOUTH PRESENT TO DEMONSTRATE
19 ITS TANDEM SWITCH COVERAGE?
20

21 A. Attached to this testimony as Exhibit AJV-2 are BellSouth's maps indicating
22 the areas served by BellSouth's Access Tandems and Local Tandems in the
23 Charleston, Columbia, Florence, Greenville and Spartanburg areas.
24

25 BellSouth's Access tandems serve wire centers as shown on the maps in

1 purple. These tandems provide both local and long distance functions. Any
2 independent exchanges that are homed to BellSouth's Access tandems are also
3 included. Note that the independent company wire centers have an X in the 7th
4 character position. BellSouth's local tandems serve wire centers as shown on
5 the maps in green.

6
7 Before the advent of local competition, Access tandems provided for
8 interchange of exchange access traffic (that is, interLATA traffic) between
9 local exchange companies and interexchange carriers and for the switching of
10 intraLATA toll traffic on behalf of local exchange carriers. Local tandems, by
11 comparison, were and still are used to handle local traffic only.

12
13 With local competition, Access tandems also began to handle local traffic on
14 behalf of CLECs who chose to interconnect at the Access tandem. BellSouth
15 provides interconnection at its Access tandem switches for a CLEC's
16 intraLATA toll traffic, interLATA toll traffic and local traffic. Alternatively,
17 the CLEC may elect to interconnect at BellSouth's local tandem switches
18 instead of BellSouth's Access tandem switches for the CLEC's local traffic
19 only. However, if a CLEC elects to interconnect at a BellSouth local tandem
20 switch for handling its local traffic, that CLEC must still interconnect at an
21 Access tandem for its toll traffic (whether intraLATA or interLATA).

22
23 Because both local tandems and Access tandems handle local traffic, BellSouth
24 has provided maps showing the areas served by its four Access tandems and its
25 five local tandems in Charleston, Columbia, Florence, Greenville, and

1 Spartanburg.

2

3 A comparison of the information contained in e.spire's Exhibit 2 with
4 BellSouth's tandem serving area maps clearly demonstrates that e.spire's
5 switches do not serve a geographic area comparable to BellSouth's tandem
6 switches.

7

8 Q. PLEASE RESPOND TO MR. FALVEY'S CLAIM ON PAGE 17 THAT
9 E.SPIRE'S "SWITCHES PERFORM THE SAME ESSENTIAL FUNCTION
10 AS BELL SOUTH'S TANDEM SWITCHES."

11

12 A. As previously discussed, e.spire has two switches in South Carolina – one in
13 Columbia and one in Greenville. More importantly, there is not evidence that
14 either of these switches appears to be performing trunk-to-trunk connection
15 functions, which is a fundamental function of a local tandem switch.
16 BellSouth concurs with e.spire's representation of its switches as
17 "sophisticated" and "capable". Any modern switch is capable of performing a
18 variety of functions such as handling large quantities of lines, trunks and
19 customer traffic. However, the fact that a switch is capable of performing
20 certain functions is not proof that the switch is actually performing those
21 functions. BellSouth contends that e.spire's Exhibit 2 proves nothing other
22 than that e.spire's switch is capable of performing local tandem switching
23 functions. It does not indicate that either of e.spire's switches is, in fact,
24 performing a local tandem function. While e.spire's switches may provide
25 tandem functionality for e.spire's long distance traffic, that is irrelevant to the

1 discussion of compensability for local tandem traffic.

2

3 Even if one were to assume that e.spire's switch covers a geographic area
4 similar to BellSouth's tandem, unless e.spire's switch is performing tandem
5 functions, which the FCC has indicated is one of the required criteria that a
6 CLEC's switch must meet, e.spire is not eligible for reciprocal compensation
7 for tandem switching.

8

9 Q. HAS THE FCC ADDRESSED TRANSPORT AND TERMINATION?

10

11 A. Yes. In paragraph 1039 of the FCC's First Report and Order, the FCC clearly
12 defines transport:

13 "We conclude that transport and termination should be treated as two
14 distinct functions. We define 'transport' for purposes of section
15 251(b)(5), as the transmission of terminating traffic that is subject to
16 section 251(b)(5) from the interconnection point between the two
17 carriers to the terminating carrier's end office switch that directly
18 serves the called party (or equivalent facility provided by the non-
19 incumbent carrier)."

20

21 Further, in paragraph 1040 of the FCC's First Report and Order.

22 "We define "termination" for purposes of section 251(b)(5), as the
23 switching of traffic that is subject to section 251(b)(5) at the
24 terminating carrier's end office switch (or equivalent facility) and
25 delivery of that traffic from that switch to the called party's premises."

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Additionally in that same paragraph, the FCC states:

“As such, we conclude that we need to treat transport and termination as separate functions – each with its own cost.”

Clearly, the FCC recognized that transport and termination charges should apply only if those functions are provided. Transport includes any flat-rated dedicated services, tandem switching function and “common” transport between the tandem switch and end office switch necessary to transport the call from the interconnection point to the end office. e.spire’s switch is not providing a common transport or tandem function, but is switching traffic through its end office for delivery of that traffic through that switch to and from the called party’s premises.

Q. IS E.SPIRE’S POSITION CONSISTENT WITH WHAT THE FCC DETERMINED TO BE THE “ADDITIONAL COST” OF TERMINATING A CALL?

A. No. In paragraph 1057, the FCC clearly indicates what should be charged for terminating a call:

“We find that, once a call has been delivered to the incumbent LEC end office serving the called party, the ‘additional cost’ to the LEC of terminating a call that originated on a competing carrier’s network primarily consists of the traffic-sensitive component of local switching. The network elements involved with the termination of traffic include

1 the end-office switch and local loop. The costs of local loops and line
2 ports associated with local switches do not vary in proportion to the
3 number of calls terminated over these facilities. We conclude that such
4 non-traffic sensitive costs should not be considered 'additional costs'
5 when a LEC terminates a call that originated on the network of a
6 competing carrier."

7
8 Obviously, the FCC intends for the terminating LEC to recover its loop costs
9 from the end user customer, not the originating LEC. e.spire is clearly
10 attempting to recover its loop costs from BellSouth by inappropriately
11 classifying its end office switch as a local tandem switch.

12
13 Q. HAS THIS COMMISSION PREVIOUSLY RULED ON THE ISSUE OF
14 APPLICABILITY OF RECIPROCAL COMPENSATION TO TANDEM
15 SWITCHING?

16
17 A. Not specifically. In its decision in the ITC DeltaCom Arbitration case, Docket
18 No.1999-259-C, the Commission did not factually determine whether
19 DeltaCom's switch performs tandem switching functions. Instead, the
20 Commission concluded that the previously approved per minute rate should be
21 included in the new interconnection agreement. The per minute rate approved
22 in the DeltaCom case is not cost-based nor is its application contingent upon
23 the functions performed to terminate local traffic. As such, a composite rate
24 would be calculated and applied in every instance, regardless of which actual
25 elements are used to terminate and transport the local traffic. BellSouth

1 acknowledges that decision, but, given the factual nature of the required
 2 inquiry, requests that the Commission re-examine this issue in the context of
 3 the facts of the current e.spire Arbitration.

4
 5 *Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be*
 6 *required to lower rates for manual submission of orders, or, alternatively, establish*
 7 *a revised “threshold billing plan” that (i) extends the timeframe for migration to*
 8 *electronic order submission and (ii) deletes services which are not available through*
 9 *electronic interfaces from the calculation of threshold billing amounts?*

10

11 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

12

13 A. During negotiations with e.spire, BellSouth proposed a voluntary regional
 14 Operational Support Systems (“OSS”) rate, which includes a threshold billing
 15 plan. This regional OSS rate is available to all CLECs, and represents a
 16 voluntarily negotiated regional rate applicable only if the CLEC agrees to this
 17 same rate for all states in BellSouth’s region. Absent e.spire’s agreement to
 18 the regional OSS rate, then state specific OSS rates would apply.

19

20 Q. HAS THE COMMISSION ADDRESSED THE APPROPRIATENESS OF
 21 CHARGING CLECS FOR ACCESS TO BELL SOUTH’S OSS?

22

23 A. Yes. The Commission established cost-based rates for access to BellSouth’s
 24 OSS. Clearly, by adopting rates, this Commission has recognized that
 25 BellSouth is entitled to the recovery of its costs for the development and

1 ongoing costs of BellSouth's electronic OSS interfaces and manual order
2 processing for UNEs. Furthermore, the Commission concluded in its Order on
3 Arbitration in Docket No. 1999-259-C, "the costs incurred in developing
4 CLEC OSS should be recovered from the cost-causer – namely, the CLEC."
5 (Order No. 1999-690, dated October 4, 1999, page 80). Reaching this
6 conclusion, the Commission reaffirmed that BellSouth is entitled to recover its
7 OSS development costs, as well as costs incurred in the use of the OSS from
8 CLECs who utilize the OSS.

9
10 Q. WHAT RATES DID THE COMMISSION ESTABLISH FOR ACCESS TO
11 BELLSOUTH'S OSS?

12
13 A. In Docket No. 97-374-C, the Commission adopted cost-based rates for the
14 recovery of OSS costs when CLECs order unbundled network elements either
15 electronically or manually. A rate of \$10.62 per local service request ("LSR")
16 was established in the UNE cost proceeding for processing UNE orders
17 through BellSouth's electronic interfaces. In addition to the per LSR charge,
18 per user charges of \$50 recurring and \$100 non-recurring were also established
19 for OSS Interactive Ordering and Trouble Maintenance Establishment. Even
20 though the UNE cost proceeding did not specifically address resale ordering
21 issues, the OSS electronic order processing rate was determined based on the
22 number of anticipated orders, including resale orders. Since the same
23 electronic interfaces are used to process UNE and resale orders it is appropriate
24 to charge the same rate for processing UNE and resale orders through
25 BellSouth's electronic OSS interfaces.

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Q. HOW DOES BELLSOUTH RECOVER ITS COSTS FOR PROCESSING
UNE ORDERS SUBMITTED ON A MANUAL BASIS FROM CLECs?

A. BellSouth's costs for manually processing UNE orders are recovered in the
non-recurring charges associated with the individual UNE when it is ordered
manually. The Commission established these manual non-recurring UNE rates
in the UNE cost proceeding.

Q. DID THE COMMISSION ESTABLISH RATES FOR PROCESSING
RESALE ORDERS ON A MANUAL BASIS IN THE UNE DOCKET?

A. No. At the time of the UNE cost proceeding, BellSouth did not propose a rate
for the recovery of its costs associated with the manual processing of resale
orders. As I discussed above, the cost of manually processing UNE orders by
facilities-based CLECs are included in the manual non-recurring rates for the
individual UNE.

Q. BECAUSE THE COMMISSION HAS NOT ESTABLISHED RATES FOR
MANUALLY PROCESSING RESALE ORDERS, WHAT HAS
BELLSOUTH OFFERED TO CHARGE CLECs?

A. BellSouth has negotiated resale agreements with several CLECs in South
Carolina that include rates for the electronic and manual processing of resale
orders. Some of these negotiated agreements contain the Commission-

1 approved rate for electronic processing and a negotiated rate for manual
 2 processing; however, other CLECs have chosen to accept BellSouth's regional
 3 OSS pricing plan. This regional OSS pricing plan represents a voluntarily
 4 negotiated regional rate applicable only if the CLEC agrees to this same rate
 5 for all states in BellSouth's region. As I discussed above, BellSouth offered
 6 the regional OSS pricing plan to e.spire during negotiations. However, e.spire
 7 declined BellSouth's offer. BellSouth is not asking the Commission to
 8 approve the voluntary, negotiation-based, regional OSS rate in this arbitration
 9 and does not believe it is appropriate for the Commission to order
 10 modifications to the region-wide plan.

11
 12 Q. WHAT RATES DOES BELL SOUTH PROPOSE TO CHARGE E.SPIRE
 13 FOR MANUALLY SUBMITTED RESALE ORDERS?

14
 15 A. BellSouth proposes that the Commission establish new rates for the recovery
 16 of BellSouth's costs associated with processing manual resale orders.
 17 BellSouth witness, Ms. Daonne Caldwell, presents in her testimony the cost
 18 study that supports BellSouth's proposed rate for manually processing resale
 19 orders. The proposed rate for processing resale orders manually was developed
 20 utilizing the cost methodology previously established by this Commission and
 21 is contained in Exhibit AJV-3 to my testimony.

22

23 *Issue 9 [Att. 2 § 1.8]: Should BellSouth be required to provide reasonable and*
 24 *nondiscriminatory access to unbundled network elements ("UNEs") in accordance*
 25 *with all effective rules and decisions of the FCC and this Commission?*

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Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth understands that this issue has been resolved between the parties.
However, BellSouth reserves its right to provide testimony on this issue if
e.spire should indicate otherwise.

*Issue 10 [§ 1.9]: Should BellSouth be required to provide e.spire with access to
existing combinations of UNEs in BellSouth’s network at UNE rates?*

Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth understands that this issue has been resolved between the parties.
However, BellSouth reserves its right to provide additional testimony on this
issue if e.spire should indicate otherwise.

*Issue 11 [§ 1.10]: Should BellSouth be required to provide access to enhanced
extended links (“EELs”) at UNE rates where the loop and transport elements are
currently combined and purchased through BellSouth’s special access tariff?*

Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth understands that this issue has been resolved between the parties.
However, BellSouth reserves its right to provide additional testimony on this
issue if e.spire should indicate otherwise.

1

2 *Issue 12: If BellSouth provides access to EELs at UNE rates where the loop and*
 3 *transport elements are currently combined and purchased through BellSouth's*
 4 *special access tariff, should e.spire be entitled to utilize the access service request*
 5 *("ASR") process to submit orders?*

6

7 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

8

9 A. BellSouth is currently developing the operational procedures that will be
 10 utilized to process CLEC orders for currently combined loop and transport
 11 elements. Notification of the ordering and provisioning requirements will be
 12 communicated to all CLECs upon completion. BellSouth is not, however,
 13 obligated to allow e.spire to use the ASR process to submit orders for local
 14 services. All requests for UNEs, for billing and provisioning purposes, must be
 15 ordered through the Local Carrier Service Center ("LCSC"). UNEs used for
 16 local services should not be ordered through the access service provisioning
 17 process.

18

19 *Issue 13 [§ 1.10]: If e.spire submits orders for EELs, should BellSouth be required*
 20 *to make the resultant billing conversion within 10 days?*

21

22 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

23

24 A. As discussed in response to Issue 12 above, BellSouth is developing the
 25 processes and procedures for handling conversion orders for currently

1 combined loop and transport elements. These procedures will be
 2 communicated to all CLECs upon completion. It is important to note that the
 3 amount of time necessary to complete conversion requests is dependent upon
 4 volume and will necessitate conversion intervals based upon the number of
 5 combinations to be converted.

6

7 *Issue 14 [§ 1.10]: Should BellSouth be prohibited from imposing non-recurring*
 8 *charges other than a nominal service order fee for EEL conversions?*

9

10 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

11

12 A. Pursuant to the Act, BellSouth is entitled to recover both its nonrecurring and
 13 recurring costs associated with providing e.spire a currently combined EEL. It
 14 is improper for e.spire to try to limit BellSouth's cost recovery without filing
 15 any cost studies.

16

17 Q. IS BELL SOUTH PROPOSING A "GLUE CHARGE" FOR PROVIDING
 18 CURRENTLY COMBINED EELs TO E.SPIRE AS MR. FALVEY
 19 CONTENDS?

20

21 A. No. On March 6, 2000, BellSouth petitioned the Commission to establish
 22 deaveraged rates for UNE loops and certain currently combined UNE
 23 combinations by May 1, 2000 as required by FCC Rule 51.507(f) (Docket No.
 24 2000-0122-C). In its petition, BellSouth submitted pre-filed testimony and
 25 cost studies to support its proposed recurring and non-recurring rates. In

1 addition to proposed deaveraged rates for unbundled loops. BellSouth also
 2 proposed rates for four types of currently combined EELs. In order for the
 3 Commission to establish deaveraged rates by the May 1, 2000 requirement, a
 4 hearing is scheduled for April 17, 2000. BellSouth proposes that the rates
 5 established in the Docket No. 2000-0122-C for currently combined EELs be
 6 included in e.spire's Interconnection Agreement.

7

8 *Issue 15 [§ 2.2.1]: Should the parties utilize the FCC's most recent definition of "local*
 9 *loop" included in the UNE Remand Order?*

10

11 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

12

13 A. BellSouth understands that this issue has been resolved between the parties.
 14 However, BellSouth reserves its right to provide additional testimony on this
 15 issue if e.spire should indicate otherwise.

16

17 *Issue 16 [§ 2.5]: Should BellSouth be required to condition loops as necessary to*
 18 *provide advanced services in accordance with the FCC's UNE Remand Order?*

19

20 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

21

22 A. BellSouth understands that this issue has been resolved between the parties.
 23 However, BellSouth reserves its right to provide additional testimony on this
 24 issue if e.spire should indicate otherwise.

25

1 *Issue 17 [§ 4.1.1]: Should the parties utilize the FCC's most recent*
 2 *definition of network interface device ("NID") included in the UNE*
 3 *Remand Order?*

4
 5 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

6
 7 A. BellSouth understands that this issue has been resolved between the parties.
 8 However, BellSouth reserves its right to provide additional testimony on this
 9 issue if e.spire should indicate otherwise.

10
 11 *Issue 18 [§ 6]: Should BellSouth be required to offer subloop*
 12 *unbundling in accordance with the FCC's UNE Remand Order?*

13
 14 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

15
 16 A. BellSouth understands that this issue has been resolved between the parties.
 17 However, BellSouth reserves its right to provide additional testimony on this
 18 issue if e.spire should indicate otherwise.

19
 20 *Issue 19 [§ 7.1.1]: Should BellSouth be required to provide access to (a) local*
 21 *circuit switching, (b) local tandem switching and (c) packet switching capabilities on*
 22 *an unbundled basis in accordance with the FCC's UNE Remand Order?*

23
 24 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

25

1 A. BellSouth understands that this issue has been resolved between the parties.
 2 However, BellSouth reserves its right to provide additional testimony on this
 3 issue if e.spire should indicate otherwise.

4
 5 ***Issue 20 [§§ 7.2, 7.3, 7.4, 7.7]: Should the parties utilize the definitions of local***
 6 ***circuit switching, local tandem switching and packet switching included in the***
 7 ***FCC's UNE Remand Order?***

8
 9 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

10
 11 A. BellSouth understands that this issue has been resolved between the parties.
 12 However, BellSouth reserves its right to provide additional testimony on this
 13 issue if e.spire should indicate otherwise.

14
 15 ***Issue 21 [§ 8]: Should BellSouth be required to provide nondiscriminatory access to***
 16 ***interoffice transport/transmission facilities in accordance with the terms of the***
 17 ***FCC's UNE Remand Order?***

18
 19 ***Issue 22 [§ 8.1]: Should the parties utilize a definition of interoffice transport***
 20 ***consistent with the usage in the FCC's UNE Remand Order, that includes dark***
 21 ***fiber, DS1, DS3, OCn levels and shared transport?***

22
 23 Q. WHAT IS BELL SOUTH'S POSITION ON ISSUE 21 AND ISSUE 22?

24
 25 A. BellSouth understands that these issues have been resolved between the

1 parties. However, BellSouth reserves its right to provide additional testimony
2 on these issues if e.spire should indicate otherwise.

3

4 ***Issue 24 [§ 8.4]: Should BellSouth be required to provide specific installation***
5 ***intervals in the agreement for EELs and each type of interoffice transport.***

6

7 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

8

9 A. BellSouth understands that the portion of Issue 24 pertaining to intervals for
10 interoffice transport has been resolved between the parties. However,
11 BellSouth reserves its right to provide additional testimony on this issue if
12 e.spire should indicate otherwise. Regarding the remaining portion of Issue 24,
13 as I discussed in response to Issues 12 and 13, BellSouth is currently
14 developing the processes and procedures to support the conversion of currently
15 combined EELs to the extent required by the FCC.

16

17 ***Issue 25 [§ 2.1.2]: Should BellSouth be compelled to establish geographically-***
18 ***deaveraged rates for NRCs and recurring charges for all UNEs?***

19

20 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

21

22 A. BellSouth understands that this issue has been resolved between the parties.
23 However, BellSouth reserves its right to provide additional testimony on this
24 issue if e.spire should indicate otherwise.

25

1 *Issue 26 [§§1.8, 2.1.1]: Should BellSouth be required to establish TELRIC-based*
 2 *rates for the UNEs, including the new UNEs, required by the UNE Remand Order?*

3
 4 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

5
 6 A. TELRIC-based rates for several UNEs were established by this Commission in
 7 Docket No. 97-374-C, Order dated June 1, 1998. For those new UNEs
 8 required by the UNE Remand Order, BellSouth proposes rates for these new
 9 elements as shown on Exhibit AJV-3, attached to my testimony. BellSouth
 10 witness Ms. Daonne Caldwell sponsors the TELRIC study that supports
 11 BellSouth's proposed rates.

12
 13 *Issue 30 [§§ 6.2, 6.3; 6.4]: Should CPN/PLU/PIU be the exclusive means used to*
 14 *identify the jurisdictional nature of traffic under the agreement?*

15
 16 Q. PLEASE EXPLAIN PLU AND PIU?

17
 18 A. The concept of using a factor to apply to billing was initially created in the
 19 switched access world to segregate switched access traffic between interstate
 20 and intrastate. This was accomplished by the creation of the Percent Interstate
 21 Usage (PIU) factor. The PIU is currently part of all Local Exchange Carrier
 22 billing systems and switched access tariffs. Paragraph 6.3 of BellSouth's
 23 proposed contract builds on the PIU factor concept and addresses the need by
 24 both parties to exchange Percent Local Usage (PLU) factors. The PLU is a
 25 factor that represents the percentage of originating traffic that is local for

1 purposes of applying reciprocal compensation versus switched access rates.
2 BellSouth calculates a PLU for traffic originated by BellSouth's end user
3 customers, and e.spire calculates a PLU for traffic originated by its end user
4 customers. If the NPA/NXX codes are properly assigned, the originating
5 company has the necessary information to determine the nature of the traffic,
6 with the exception of ISP-bound traffic.
7

8 Q. HOW IS THE JURIDICTION OF ISP-BOUND TRAFFIC DETERMINED?
9

10 A. Only the terminating provider has the necessary information to identify ISP-
11 bound traffic. Therefore, the terminating party must provide the originating
12 party with the necessary information to properly exclude ISP-bound traffic
13 from the calculation of the PLU. Because BellSouth is unable to distinguish
14 local traffic from non-local ISP-bound traffic, the PLU factor that BellSouth
15 provides to e.spire includes ISP-bound traffic as well as local traffic. As such,
16 e.spire will be obligated to exclude ISP-bound traffic from the invoices it sends
17 to BellSouth. Under no circumstances does reporting of this factor in this
18 manner constitute an acknowledgment that ISP-bound traffic is local. This is
19 simply an interim arrangement until such time as e.spire provides BellSouth
20 with the necessary information to appropriately exclude this traffic from the
21 calculation of the PLU.
22

23 A. DOES THE PIU/PLU PROVIDE THE NECESSARY INFORMATION TO
24 PROPERLY ROUTE AND BILL TRAFFIC?
25

1 A. No. As BellSouth's witness, Mr. Milner, discusses in regards to Issue 27, once
2 NPA/NXXs are assigned, the requesting carrier associates each NPA/NXX
3 with a local rate center so that traffic can be properly routed and billed.
4 Incumbent Local Exchange Carriers (ILECs) and state Commissions have
5 historically defined and placed in tariffs specific exchange rate centers
6 throughout each LATA and state. Exchange rate centers are essential because
7 they are, among other things, 1) used by end users to gain an understanding of
8 whether a call will be local or toll, 2) used by the industry as the basis of
9 determining originating end user billing and thus cost recovery by the
10 originating company, and 3) used by state Commissions to determine expanded
11 local calling areas and associated rates. Exchange rate centers are at the heart
12 of the telecommunications industry's billing systems and all calling plans are
13 priced and implemented around these established rate centers. Such rate
14 centers are also central to the implementation of Local Number Portability.
15
16 The general consensus of the telecommunications industry is that if a local
17 exchange carrier assigns a NPA/NXX to an established exchange rate center,
18 numbers assigned out of that NPA/NXX will be assigned to end users
19 physically located in that rate center. As clearly established by the Federal
20 Communications Commission, the jurisdiction of a call is not based upon the
21 dialed digits, but the end-to-end points of the call (i.e., Feature Group A,
22 Internet traffic). Therefore, the industry assumes that the call is delivered to an
23 end user in the rate center to which the end user's telephone number is
24 assigned.
25

1 BellSouth's concern is that e.spire and other CLECs are associating their
2 NPA/NXXs to established BellSouth exchange rate centers, but assigning
3 numbers out of that NPA/NXX on a wholesale basis to end users outside those
4 rate centers, and in some cases even in different LATAs. When such
5 assignments occur, BellSouth routes that traffic to the CLEC assuming it is a
6 BellSouth originated local call (due to the originating and terminating
7 NPA/NXXs being assigned to the same exchange rate center). However, the
8 CLEC delivers the traffic to an end user located outside the local calling area,
9 and possibly the LATA. Such assignments cause BellSouth and other local
10 exchange carriers to lose valid toll and/or switched access revenue and to incur
11 costs not recovered, plus inappropriately to pay reciprocal compensation as if
12 the traffic is local.

13
14 Q. WHAT ARE THE CONSTRAINTS OF ONLY RELYING ON CALLING
15 PARTY NUMBER (CPN) TO IDENTIFY THE JURISDICTIONAL
16 NATURE OF TRAFFIC?

17
18 A. In the last sentence of paragraph 6.3 in the proposed interconnection
19 agreement, BellSouth proposes that where the terminating company has the
20 call recording technology to identify terminating traffic jurisdiction, that
21 company can use such data in lieu of the PLU reported by the originating
22 company. However, obtaining such recorded data, such as CPN, is only part of
23 the equation. That recorded information must be applied subject to the
24 definition of local traffic in the contract, and thus could be rendered useless.
25 For example, if the contract definition of local traffic is that the originating

1 company defines local for reciprocal compensation purposes by how it bills its
2 originating end users (i.e., how it defines its calling areas within the LATA),
3 such as desired by e.spire, then even if the terminating company records the
4 CPN, the terminating company can only use the CPN to determine whether or
5 not the call was local if the terminating company somehow knows and keeps
6 current on all the local calling plans offered by the originating company within
7 that LATA. This is even further complicated if the originating company has
8 optional local calling plans. Under such scenarios, it is not feasible for the
9 terminating company to use terminated call recording data, such as CPN, to
10 determine whether or not a call is local. The terminating company would have
11 to use the PLU factor reported by the originating company. BellSouth desires
12 to use terminating recording data to bill the originating company as much as
13 e.spire. But as indicated above, to do so is far more complicated than just
14 having the terminating call recording data.

15
16 ***Issue 31 [§ 6.3]: Should all references to BellSouth's Standard Percent Local Use***
17 ***Reporting Platform be deleted?***

18
19 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

20
21 A. BellSouth understands that this issue has been resolved between the parties.
22 However, BellSouth reserves its right to provide additional testimony on this
23 issue if e.spire should indicate otherwise.
24
25

1 *Issue 32 [§ 6.9]: Should specific language be included precluding IXCs from using*
 2 *“transit” arrangements to route traffic to e.spire?*

3

4 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

5

6 A. BellSouth understands that this issue has been resolved between the parties.
 7 However, BellSouth reserves its right to provide additional testimony on this
 8 issue if e.spire should indicate otherwise.

9

10 *Issue 33 [§§ 7.5.5, 7.6, 7.8 and 7.9.1]: How should the parties compensate each*
 11 *other for interconnection of their respective frame relay networks?*

12

13 *Issue 34 [§§ 7.5.5, 7.6, 7.8 and 7.9]: Should BellSouth’s rates for frame relay*
 14 *interconnection be established at TELRIC?*

15

16 Q. WHAT IS BELL SOUTH’S POSITION ON ISSUE 33 AND ISSUE 34?

17

18 A. Based on discussions with various CLECs, it appears that frame relay traffic is
 19 overwhelmingly non-local. Interconnection trunks used for non-local traffic
 20 are not required to be priced at TELRIC. Because the amount of local frame
 21 relay traffic is negligible, BellSouth proposes that rates applicable for
 22 InterLATA frame relay interconnection apply. If at some point the volume of
 23 local frame relay traffic should become significant, then BellSouth would
 24 propose that local frame relay traffic be placed on local frame relay

25

1 interconnection facilities that are separate and apart from access facilities.

2 Such local interconnection trunks would then be priced at TELRIC.

3

4 Q. WHY IS IT NOT APPROPRIATE TO ESTABLISH SEPARATE
5 INTERCONNECTION TRUNK FACILITIES FOR LOCAL FRAME RELAY
6 TRAFFIC AT THE OUTSET?

7

8 A. Because of the low volume of local frame relay traffic, establishing separate
9 interconnection trunks to distinguish such traffic would not be an efficient or
10 economical use of facilities. Such facilities would be underutilized and would
11 not make economic sense for either party. Given the efficiencies of packet
12 networks, the cost of using frame relay access facilities to carry any incidental
13 local traffic is miniscule relative to the cost of establishing separate local
14 interconnection facilities.

15

16 Q. PLEASE COMMENT ON E.SPIRE'S PROPOSALS REGARDING
17 COMPENSATION FOR USE OF THE PARTIES' FRAME RELAY
18 NETWORKS PRIOR TO FRAME RELAY TRAFFIC FLOWING OVER
19 THE TRUNKS.

20

21 A. Upon request from a CLEC such as e.spire, BellSouth establishes
22 interconnection trunks between the two parties' frame relay networks. When
23 the trunks have been installed, BellSouth bills e.spire a nonrecurring charge as
24 well as a monthly recurring charge. Once frame relay traffic is flowing over
25 the trunks, e.spire advises BellSouth of the percent local circuit use ("PLCU");

1 that is, e.spire advises BellSouth what percent of the traffic is expected to be
2 local versus interLATA long distance. BellSouth reimburses e.spire for a
3 portion of the interconnection trunk charges based on the PLCU. For example,
4 if the PLCU is 10%, then BellSouth reimburses e.spire for 5% of the charges
5 (PLCU / 2). However, to the extent that the trunks are used for interLATA
6 frame relay, as is generally the case, e.spire is solely responsible for the trunk
7 charges.

8
9 Contrary to e.spire's proposal, when a frame relay interconnection trunk is
10 turned up for service, but no traffic has begun to flow over the trunk, BellSouth
11 proposes that the PLCU is deemed to be zero and would not reimburse e.spire
12 for any trunk charges. On the other hand, if the PLCU were deemed to be
13 100%, as e.spire proposes, then BellSouth would have to reimburse e.spire for
14 half of the trunk charges. BellSouth believes e.spire's position is inappropriate
15 for two reasons. One, e.spire requested the trunk, and e.spire controls when
16 traffic begins to flow over the trunk. Therefore, BellSouth should not incur
17 any charges until e.spire begins to flow traffic over the trunk. Second, as I
18 discussed previously, frame relay interconnection trunks primarily carry traffic
19 outside the LATA. Therefore, once traffic is flowing over the trunks and an
20 accurate PLCU can be established, the PLCU is likely to be much closer to
21 zero than to 100%.

22
23 As a compromise, BellSouth is willing to offer language to e.spire proposing
24 that the PLCU be determined in aggregate by dividing the total number of
25 Local Virtual Circuits ("VCs") in a given LATA by the total number of VCs in

1 that LATA. This language would result in the same PLCU being applied to all
2 Local VCs in a given LATA, even if there are no Virtual Circuits on a
3 particular frame relay interconnection facility when it is initially turned up for
4 service.

5
6 ***Issue 35 [§ 2.7]: Should BellSouth be required to establish prescribed intervals for***
7 ***installation of interconnection trunks?***

8
9 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

10
11 A. The Commission should not dictate the inclusion of prescribed installation
12 intervals for interconnection trunks in the interconnection agreement. The
13 installation of interconnection trunks is an intensive process that requires the
14 gathering of a great deal of information about the parties involved, the parties'
15 network, and the locations the trunks will connect. BellSouth proposes that the
16 parties negotiate a mutually acceptable installation date for interconnection
17 trunk orders based on the specific circumstances and the type of work
18 involved.

19
20 ***Issue 36 [§2.3]: Should the charges and the terms and conditions set forth in***
21 ***e.spire's tariff govern the establishment of interconnecting trunk groups between***
22 ***BellSouth and e.spire?***

23
24 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

25

1 A. The FCC's transport and termination pricing rules in Subpart H, specifically
 2 section 51.701, govern the application of reciprocal compensation for transport
 3 and termination of local telecommunications traffic. The definition of transport
 4 contained in section 51.701(c) is inclusive of local interconnection trunks and
 5 as such, section 51.711 dictates that rates for transport and termination of local
 6 traffic shall be symmetrical.

7
 8 BellSouth is required to provide interconnection trunks at TELRIC prices. The
 9 requirement for symmetrical pricing requires e.spire to charge the same rates as
 10 BellSouth. Therefore, e.spire should not be allowed to charge BellSouth its
 11 tariff rates for interconnection trunks unless agreed to by the parties in a
 12 negotiated contract. Unless e.spire proves to the Commission, on the basis of a
 13 cost study using the FCC's forward-looking economic cost based pricing
 14 methodology, that e.spire's costs for providing local interconnection trunks
 15 exceed BellSouth's costs, asymmetrical rates are not appropriate. E.spire has
 16 not provided such cost studies. Consequently, there is no basis for the
 17 Commission to order asymmetrical rates.

18
 19 *Issue 37 [§2.3]: For two-way trunking, should the parties be compensated on a pro*
 20 *rata basis?*

21
 22 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

23
 24 A. The appropriate compensation between e.spire and BellSouth for two-way
 25 trunking is for each party to equally split the costs of the trunks used for local

1 service. This is based upon the concept that two-way trunks are more efficient
 2 than one-way trucks if the traffic direction is roughly balanced and the traffic
 3 busy hours are not the same for both directions of traffic. Therefore, the
 4 appropriate cost recovery mechanism is for each party to equally contribute to
 5 the two-way trunking costs. If desired, e.spire has the option of establishing
 6 one-way trunks solely for its traffic.

7
 8 *Issue 49 [§ 3.7]: Should BellSouth be authorized to impose order cancellation*
 9 *charges?*

10

11 Q. WHAT IS BELLSOUTH POSITION ON THIS ISSUE?

12

13 A. BellSouth understands that this issue has been resolved between the parties.
 14 However, BellSouth reserves its right to provide additional testimony on this
 15 issue if e.spire should indicate otherwise.

16

17 *Issue 51 [§ 3.20]: Should BellSouth be permitted to impose order expedite*
 18 *surcharges when it refuses to pay a late installation penalty for the same UNEs?*

19

20 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

21

22 A. Charges for expediting an order are appropriate to recover BellSouth's
 23 additional costs to perform the requested work on an expedited basis. If
 24 BellSouth were not permitted to recover these costs, carriers could expedite
 25 every order, eliminating any benefit of expedited orders. The issue of penalties

1 associated with missing an installation interval is subsumed in BellSouth's
 2 response to Issue 1.

3

4 *Issue 56 [Att. 9 App. F]: Should BellSouth be required to establish a new*
 5 *performance measurement metric for the provisioning of frame relay connections?*

6

7 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

8

9 A. It appears from Mr. Falvey's testimony that e.spire is seeking a performance
 10 measurement for the provisioning of resold frame relay services. BellSouth
 11 currently provides performance measurements reports for services that are
 12 purchased for resale, including frame relay services. Thus, if e.spire's
 13 contentions are limited to resale as Mr. Falvey's testimony indicates, there
 14 should be no dispute. If this issue pertains to unbundled frame relay services,
 15 BellSouth is not obligated to provide access to unbundle its frame relay service.
 16 Consequently, this issue is not appropriate for arbitration under the Act. As
 17 such, any performance metrics for the provisioning of frame relay connections
 18 should be pursuant to terms and conditions contained in BellSouth's tariffs that
 19 govern frame relay services.

20

21 *Issue 57 [Att. 9 App. F]: Should BellSouth be required to establish a new*
 22 *performance metric for the provisioning of EELs?*

23

24 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

25

1 A. BellSouth is investigating the technical feasibility to support a new
 2 performance measurement for currently combined loop and transport elements.
 3 However, until such time as the volume of activity is sufficient to provide
 4 meaningful data, it makes no sense to require BellSouth to incur the additional
 5 expense associated with the development and delivery of new measurements.

6
 7 Q. WHAT IS BELL SOUTH'S GENERAL POSITION REGARDING ISSUES 59
 8 THROUGH 63 WHICH PERTAIN TO BAPCO?

9
 10 A. As this Commission has determined in a previous arbitration proceeding, these
 11 issues are not appropriate for arbitration. In the AT&T arbitration proceeding,
 12 Docket No. 96-358-C, Order No. 97-189 dated March 10, 1997, the
 13 Commission ruled that an affiliate of BellSouth is not a party to the
 14 interconnection agreement. As such, issues pertaining to BAPCO and e.spire
 15 are best dealt with through negotiations and are not subject to arbitration under
 16 Section 252 of the Act. Thus, the Commission should dismiss these issues.
 17 Should the Commission decide to hear these issues, BellSouth is providing
 18 specific responses.

19
 20 *Issue 59 [§ 3(k)]: Should BellSouth and BellSouth Advertising & Publishing*
 21 *Corporation ("BAPCO") be required to coordinate to establish a process whereby*
 22 *INP-to-LNP conversions do not require a directory listing change?*

23
 24 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

25

1 A. For all orders, including INP-to-LNP conversion orders, a directory listing
2 change request is only required when changes are to be made to the end user's
3 directory listing. If e.spire does not affirmatively request a directory listing
4 change, no such change will be made. Thus, this issue is moot.

5
6 *Issue 60 [§ 3(j)]: Should BAPCO be required to permit e.spire to review galley*
7 *proofs of directories eight weeks and two weeks prior to publishing, and coordinate*
8 *changes to listings based on those proofs?*

9
10 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

11
12 A. Upon request, BAPCO provides to e.spire, as well as other CLECs, verification
13 pages of all its end users' listings that are to appear in each directory. While
14 not a requirement of the Act, this form of documentation is useful since it
15 reflects all activity up to the print of the listing extraction. Importantly, no
16 changes are made to any CLEC's end user listing, other than corrections
17 resulting from review of the verification pages or new orders placed through
18 the CLEC itself.

19
20 Galley proofs are generated after the printing of the directory. As such,
21 providing galley proofs would not assist e.spire in the verification of its end
22 user's listings. Furthermore, galley proofs would require the e.spire to locate
23 its own subscribers within the thousands of listings within each directory.
24 Verification of the accuracy of e.spire's end user listings can best be

25

1 accomplished through the verification pages BAPCO currently make available
2 to all CLECs.

3

4 *Issue 61 [§ 3(l)]: Should BAPCO be required to deliver 100 copies of each new*
5 *directory book to an e.spire dedicated location?*

6

7 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

8

9 A. Considering the number of CLECs operating throughout BellSouth's region, it
10 would be cost prohibitive to provide every CLEC with its own stockpile of
11 directories. Given the fact that BAPCO provides directories directly to
12 e.spire's end users at no charge and does not limit the number of directories
13 that e.spire's end users can receive, e.spire's request is unnecessary.

14

15 *Issue 62 [§ 5(a)]: Should BAPCO's liability for errors or omissions be limited to \$1*
16 *per error or omission?*

17

18 *Issue 63 [§ 5(b)]: Should BAPCO's liability in e.spire customer contracts and tariffs*
19 *be limited?*

20

21 Q. WHAT IS BELLSOUTH'S POSITION ON ISSUES 62 AND 63?

22

23 A. BAPCO processes and provides verification materials and publishes listings for
24 e.spire and other CLECs without charge, either directly or through BellSouth.
25 In addition, BAPCO delivers its directories to e.spire and other CLEC

1 subscribers at no charge. This is a costly effort, but one which demonstrates
2 BAPCO's commitment to provide the most complete, accurate and timely
3 delivery of directories among all those provided by BAPCO's competitors.
4

5 e.spire has the right and ability to limit its own liability to its end users by
6 contract or tariff in order to avoid costly and often extreme judgments against
7 itself for errors made in the provision of service and listings. Such limitations
8 are appropriate and necessary in order to provide low cost service to
9 consumers. BAPCO does not have the ability to protect itself against end user
10 claims in this fashion, because it deals only with the CLEC for this purpose.
11 For these reasons, and particularly since BAPCO publishes e.spire's listings
12 without charge, it is just and reasonable for BAPCO to require that its liability
13 be limited, as called for in its contracts with CLECs.
14
15

16 Q. ARE THERE ANY ADDITIONAL ISSUES WHICH BELL SOUTH
17 CONTENDS NEED TO BE ADDRESSED IN THIS ARBITRATION?
18

19 A. Yes. BellSouth requests that the following issue (Issue 64) be included in this
20 arbitration proceeding.
21

22 *Issue 64: What are the appropriate rates for the following elements: Security*
23 *Access, Assembly Point, Adjacent Collocation, DSLAM collocation in the remote*
24 *terminal, and non-ICB space preparation charges?*
25

1 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

2

3 A. BellSouth proposes that the rates contained in Exhibit AJV-3 be adopted by
 4 this Commission. These proposed rates were established based on the cost
 5 study methodology approved by this Commission in Docket No. 97-374-C,
 6 Order No. 98-214, dated August 25, 1998. BellSouth witness Daonne
 7 Caldwell supports these cost studies.

8

9 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

10

11 A. Yes.

12

13

14 #200293

15

16

17

18

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20

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24

25

BellSouth Telecommunications, Inc.

Public Service Commission of South Carolina

Docket No. 2000-040-C

Exhibit AJV-1
to the Direct Testimony of Al Varner

“Service Performance Measurements
And Enforcement Mechanisms”

Service Performance Measurements And Enforcement Mechanisms

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to e.spire in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.
- 2.2 BellSouth will make performance reports available to e.spire on a monthly basis. The reports will contain information collected in each performance category and will be available to e.spire through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to e.spire regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of e.spire. e.spire may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section ____ of the General Terms and Conditions of this Agreement, incorporated herein by reference.

- 3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements

- 3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. If amended, a six month "burn-in" period will be required. However, BellSouth will not delete any Enforcement Measurement without prior written consent of e.spire. BellSouth will notify e.spire of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.
- 3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements. BellSouth will make all such changes to the Enforcement Measurements pursuant to Section ____ of the General Terms and Conditions of this Agreement, incorporated herein by reference.
- 3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and e.spire's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act

within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and e.spire where no analogous process, product or service is feasible. See Exhibit B.
- 4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- 4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.
- 4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to e.spire resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.
- 4.3.6 Affected Volume means that proportion of the total e.spire volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).
- 4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to e.spire when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.

- 4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission (“Commission”) or its designee, when BellSouth performance is out of compliance or does not meet the benchmarks for in a calendar quarter for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.
- 4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

- 4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to e.spire.
- 4.4.2 Proof of damages resulting from BellSouth’s failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

- 4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth’s failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.
- 4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell (or failed benchmark) and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.
- 4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell (or failed benchmark) for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to e.spire or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay e.spire the required amount, BellSouth will pay interest to e.spire at the maximum rate permitted by state law.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.

4.6.4 If e.spire disputes the amount paid to e.spire for Tier-1 Enforcement Mechanisms, e.spire shall submit a written claim to BellSouth within sixty

(60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide e.spire written findings within thirty (30) days after receipt of the claim. If BellSouth determines e.spire is owed additional amounts, BellSouth shall pay e.spire such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

- 4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

- 4.7.1 BellSouth will not be responsible for e.spire acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide e.spire with reasonable notice of such acts or omissions and provide e.spire any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by e.spire that is in bad faith.
- 4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by e.spire that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by e.spire that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. e.spire will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

- 4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to e.spire shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to e.spire.
- 4.7.6 e.spire acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and e.spire. Therefore, e.spire may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

- 4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Regional Total - \$625M	

- 4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, e.spire may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. e.spire shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

- 4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

Bellsouth SQM dated 9/15/99

Attachment 9
Performance Measurements

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PRE-ORDERING - OSS

Report/Measurement :	
Average OSS Response Time and Response Interval	
Definition:	
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).	
Exclusions:	
None	
Business Rules:	
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
Level of Disaggregation:	
<p>RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses</p> <p>RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address.</p> <p>ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers.</p> <p>COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability.</p> <p>DSAP (DOE Support Application) – provides due date information.</p> <p>HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems.</p> <p>P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability.</p> <p>OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability.</p>	
Calculation:	
$\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number of Legacy Requests During the Reporting Period}) \times 100$	
Report Structure:	
Not CLEC Specific	
Not product/service specific	
Regional Level	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Month
Legacy Contract (per reporting dimension)	Legacy Contract (per reporting dimension)
Response Interval	Response Interval
Regional Scope	Regional Scope
Retail Analog/Benchmark	
CLEC Average Response Intervals is comparable to BST Average Response Interval	

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

PRE-ORDERING - OSS

Report/Measurement:	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
Regional Level	
Calculation:	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
Report Structure:	
Not CLEC Specific	
Not product/service specific	
Regional Level	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month	Report Month
Legacy contract type (per reporting dimension)	Legacy contract type (per reporting dimension)
Regional Scope	Regional Scope
Retail Analog/Benchmark:	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.
Definitions:
Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.
Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.
Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.
Complex services*
Expedites (requested by the CLEC)
Special pricing plans
Denials-restore and conversion, or disconnect and conversion orders
Partial migrations
Class of service invalid in certain states with some types of service
New telephone number not yet posted to BOCRIS
Low volume such as activity type "T" (move)
Pending order review required
More than 25 business lines
Restore or suspend for UNE combos
Transfer of calls option for the CLEC's end users
CSR inaccuracies such as invalid or missing CSR data in CRIS
 * Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.
Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation: $\text{Percent Flow Through Service Requests} = \frac{\Sigma[(\text{Total number of valid service requests that flow-through to SOCS})]}{(\text{Total number of valid service requests delivered to SOCS})} \times 100$ Description: $\text{Percent Flow Through} = \frac{(\text{The total number of LSRs that flow through LESOG to the SOCS})}{(\text{the number of LSRs passed from LEO to LESOG}) - \Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})]} \times 100.$	
Report Structure: <ul style="list-style-type: none"> CLEC Aggregate <ul style="list-style-type: none"> Region 	
Level of Disaggregation: <ul style="list-style-type: none"> Geography <ul style="list-style-type: none"> Region Product (Under Development) <ul style="list-style-type: none"> Residence Business UNE Special 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
Report month <ul style="list-style-type: none"> Total number of LSRs received, by interface, by CLEC: <ul style="list-style-type: none"> TAG EDI LENS Total number of errors by type, by CLEC: <ul style="list-style-type: none"> Fatal rejects Total fallout for manual processing Auto clarification CLEC caused system fallout Total number of errors by error code 	Report month <ul style="list-style-type: none"> Total number of errors by type: <ul style="list-style-type: none"> BST system error
Retail Analog/Benchmark:	
CLEC Flow Through/benchmark comparison (Under Development)	

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
<ul style="list-style-type: none"> Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
<p>The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p> <ol style="list-style-type: none"> Complex services* Expedites (requested by the CLEC) Special pricing plans Denials-restore and conversion, or disconnect and conversion orders Partial migrations Class of service invalid in certain states with some types of service New telephone number not yet posted to BOCRIS Low volume such as activity type "T" (move) Pending order review required More than 25 business lines Restore or suspend for UNE combos Transfer of calls option for the CLEC's end users CSR inaccuracies such as invalid or missing CSR data in CRIS <p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p>

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:	
Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100	
Description:	
Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.	
Report Structure:	
<ul style="list-style-type: none"> Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> > CLEC (by alias designation) > Number of fatal rejects > Mechanized interface used > Total mechanized LSRs > Total manual fallout > Number of auto clarifications returned to CLEC > Number of validated LSRs > Number of BST caused fallout > Number of CLEC caused fallout > Number of Service Orders Issued > Base calculation > CLEC error excluded calculation 	
Level of Disaggregation:	
<ul style="list-style-type: none"> CLEC Specific (by alias designation to protect CLEC specific proprietary data) Geographic: <ul style="list-style-type: none"> > Region Product (Under development) <ul style="list-style-type: none"> > Residence > Business > UNE > Special 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<u>REPORT MONTH</u>	<u>REPORT MONTH</u>
<ul style="list-style-type: none"> Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> > TAG > EDI > LENS Total number of errors by type, by CLEC <ul style="list-style-type: none"> > Fatal rejects > Total fallout for manual processing > Auto clarification > CLEC errors Total number of errors by error code 	<ul style="list-style-type: none"> Total number of errors by type: <ul style="list-style-type: none"> > BST system error
Retail Analog/Benchmark:	
CLEC Flow Through/benchmark comparison (Under development)	

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
<ul style="list-style-type: none"> Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> ➤ Error Type (by error code) ➤ Count of each error type ➤ Percent of each error type ➤ Cumulative percent ➤ Error Description ➤ CLEC Caused Count of each error code ➤ Percent of aggregate by CLEC caused count ➤ Percent of CLEC by CLEC caused count ➤ BST Caused Count of each error code ➤ Percent of aggregate by BST caused count ➤ Percent of BST by BST caused count 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of LSRs received Total number of errors by type (by error code) <ul style="list-style-type: none"> ➤ CLEC caused error 	<u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of errors by type (by error code) <ul style="list-style-type: none"> ➤ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DS1 digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99. captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

Report/Measurement:	
Percent Rejected Service Requests	
Definition:	
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by the CLEC prior to being rejected/clarified.	
Business Rules:	
<p>Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. <p>Partially Mechanized: A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs.</p> <p>Non Mechanized: An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p> <p>LNP: Under Development</p>	
Calculation	
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.	
Report Structure:	
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Specials • UNE • UNE Loop with NP • Other • Trunks 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
RETAIL ANALOG/BENCHMARK:	
BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.	

ORDERING

Report/Measurement:	
Reject Interval	
Definition:	
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by CLEC prior to being rejected/clarified	
Business Rules:	
<ul style="list-style-type: none"> • Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category. • Partially Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. • Total Mechanized Combination of Fully Mechanized and Partially Mechanized LSRs. • Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON. • LNP: Under development. 	
Calculation:	
$\text{Reject Interval} = \frac{\sum[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Rejected in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. • Trunks 	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development.	

ORDERING

Report/Measurement:	
Firm Order Confirmation Timeliness	
Definition:	
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.	
Exclusions:	
<ul style="list-style-type: none"> Rejected LSRs Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours. 	
Business Rules:	
<ul style="list-style-type: none"> Mechanized - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. Partially Mechanized - The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. Total Mechanized - Combination of Fully Mechanized and Partially Mechanized LSRs Non-Mechanized - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. LNP - Under development. 	
Calculation:	
$\text{Firm Order Confirmation Timeliness} = \frac{\sum[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Confirmed in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized CLEC Specific CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> Interconnection Trunks Resale – Residence Resale – Business Resale – Design UNE Design UNE Non- Design UNE Loop with and w/o NP Trunks Geographic Scope <ul style="list-style-type: none"> State, Region and further geographic disaggregation (MSA) as required by State Commission Order Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days < 10 and > 10 Circuits/Lines Average Interval in Days. 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> Report Month Interval for FOC Total number of LSRs State and Region 	<ul style="list-style-type: none"> Report Month Interval for FOC Total Number of LSRs State and Region
Retail Analog/Benchmark:	

Benchmark is under development. Retail Analog also under development.

ORDERING

Report/Measurement:	
Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
$\frac{\text{(Total time in seconds to reach the LCSC)}}{\text{(Total Number of Calls) in the Reporting Period.}}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

PROVISIONING

Report/Masurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p>
Calculation:
<p>Mean Held Order Interval:</p> $\Sigma (\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Orders Pending and Past The Committed Due Date})$ <p>for all orders pending and past the committed due date.</p> <p>Held Order Distribution Interval:</p> $(\# \text{ of Orders Held for } \geq 90 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$ $(\# \text{ of Orders Held for } \geq 15 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$
Report Structure:
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> > POTS – Residence > POTS – Business > DESIGN > PBX > CENTREX > ISDN > UNE 2 Wire Loop with NP (Design and Non-Design) > UNE 2 Wire Loop without NP (Design and Non-Design) > UNE Loop Other with NP (Design and Non-Design) > UNE Loop Other without NP (Design and Non-Design) > UNE Other (Design and Non-Design) > Switching (Under development) > Local Transport (Under development) > Combos (Under development) > NP (Under development as separate category) > Local Interconnection Trunks Geographic Scope <ul style="list-style-type: none"> > State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
Retail Analog/Benchmark: CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement:	
Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement Orders held for CLEC end user reasons Orders submitted to BST through non-mechanized methods 	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
<p>Average Jeopardy Interval = $\Sigma [(Date\ and\ Time\ of\ Scheduled\ Due\ Date\ on\ Service\ Order) - (Date\ and\ Time\ of\ Jeopardy\ Notice)] / [Number\ of\ Orders\ Notified\ of\ Jeopardy\ in\ Reporting\ Period]$.</p> <p>Percent of Orders Given Jeopardy Notice = $\Sigma [(Number\ of\ Orders\ Given\ Jeopardy\ Notices\ in\ Reporting\ Period) / (Number\ of\ Orders\ Confirmed\ (due)\ in\ Reporting\ Period)]$</p>	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific and CLEC Aggregate BST Aggregate (under development with estimated release date of 8/15/99 for June reporting) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> > POTS – Residence > POTS – Business > DESIGN > PBX > CENTREX > ISDN > UNE 2 Wire Loop with NP (Design and Non-Design) > UNE 2 Wire Loop without NP (Design and Non-Design) > UNE Loop Other with NP (Design and Non-Design) > UNE Loop Other without NP (Design and Non-Design) > UNE Other (Design and Non-Design) > Switching (Under development) > Local Transport (Under development) > Combos (Under development) > NP (Under development as separate category) > Local Interconnection Trunks > Geographic Scope <ul style="list-style-type: none"> > State, Region, and further geographic disaggregation (MSA) as required by State Commission Order 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> <ul style="list-style-type: none"> Report Month CLEC Order Number and PON Date and Time Jeopardy Notice sent Committed Due Date Service Type <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u> <ul style="list-style-type: none"> Report Month CLEC Order Number and PON Date and Time Jeopardy Notice sent Committed Due Date Service Type <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING (Percent Missed Installation Appointments – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement :
Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Average Completion Interval: $\Sigma [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / \Sigma (\text{Count of Orders Completed in Reporting Period})$
Order Completion Interval Distribution: $\Sigma (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+ • All Levels are reported <10 line/circuits; >10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
<u>RETAIL ANALOG/BENCHMARK</u>	
<p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time)</p>	

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Business Rules:
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
Calculation:
$\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion}) / (\text{Number of Orders Completed in Reporting Period})$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)
Level of Disaggregation:
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> > POTS – Residence > POTS – Business > DESIGN > PBX > CENTREX > ISDN > UNE 2 Wire Loop with NP (Design and Non-Design) > UNE 2 Wire Loop without NP (Design and Non-Design) > UNE Loop Other with NP (Design and Non-Design) > UNE Loop Other without NP (Design and Non-Design) > UNE Other (Design and Non-Design) > Switching (Under development) > Local Transport (Under development) > Combos (Under development) > NP (Under development as separate category) > Local Interconnection Trunks > Geographic Scope <ul style="list-style-type: none"> > State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Average Completion Notice Interval- Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:	
Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Delays due to CLEC following disconnection of the unbundled loop Unbundled Loops where there is no existing subscriber loop 	
Business Rules:	
Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
$\Sigma [(\text{Completion Date and Time for Cross Connection of an Unbundled Loop}) - (\text{Disconnection Date and Time of an Unbundled Loop})] / \text{Total Number of Unbundled Loop Items for the reporting period.}$	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> Reported in intervals <=5 minutes; >5,<15 minutes; >15 minutes, plus Overall Average interval Product Reporting Levels <ul style="list-style-type: none"> UNE Loops without NP UNE Loops with NP Geographic Scope <ul style="list-style-type: none"> State, Region, and further geographic disaggregation as required by State Commission Order 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS_SVC_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (NP Orders) Total Items 	<ul style="list-style-type: none"> No BST Analog Exists
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.	

PROVISIONING

Report/Measurement:
% Provisioning Troubles within 30 days of Service Order Activity
Definition:
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders
Business Rules:
Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report. D & F orders are excluded as there is no subsequent activity following a disconnect.
Calculation:
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\sum (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders completed in the calendar month})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (Under Development at this time)</p>	

PROVISIONING

Report/Measurement :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.
Business Rules:
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed</p>
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals under development • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
Retail Analog/Benchmark	
Under development (BST retail analog available at this time would be Average Completion Interval)	

MAINTENANCE & REPAIR

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
<p>The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.</p>	
Calculation:	
$\text{Percentage of Missed Repair Appointments} = \frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non-Design – GA ONLY</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence, Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

Retail Analog/Benchmark
CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:	
Customer Trouble Report Rate	
Definition:	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles. 	
Business Rules:	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.	
Calculation:	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate. 	
Level of Disaggregation:	
ISDN Troubles included in Non Design – GA Only <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching , Local Transport, and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MAINTENANCE & REPAIR

Report/Measurement:
Maintenance Average Duration
Definition:
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
Exclusions:
<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days
Business Rules:
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).
Calculation:
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate
Level of Disaggregation:
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS– Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design Non – Design) ➢ UNE Loop Other (Design Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark: CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)	

MAINTENANCE & REPAIR

Report/Measurement:	
Percent Repeat Troubles within 30 Days	
Definition:	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Includes Customer trouble reports received within 30 days of an original Customer trouble report.	
Calculation:	
$\text{Percentage of Missed Repair Appointments} = (\text{Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days}) / (\text{Total Trouble Reports Closed in Reporting Period}) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
ISDN Troubles included in Non Design – GA Only <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code parentheses is the corresponding header format found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MANTENANCE & REPAIR

Report/Measurement:	
Out of Service (OOS) > 24 Hours	
Definition:	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
Calculation:	
$\text{Out of Service (OOS) > 24 hours} = \left(\frac{\text{Total Troubles OOS > 24 Hours}}{\text{Total OOS Troubles in Reporting Period}} \right) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate. 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX and CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

Retail Analog/Benchmark:
<ul style="list-style-type: none">• CLEC Residence-Resale / BST Residence- Retail• CLEC Business- Resale / BST Business-Retail• CLEC Design-Resale / BST Design-Retail• CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail• CLEC Trunking-Resale /BST Trunking- Retail• UNES Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Interface Availability	
Definition:	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
$\text{OSS Interface Availability} = (\text{Actual System Functional Availability}) / (\text{Actual planned System Availability}) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate • BST/CLEC 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time) 	<ul style="list-style-type: none"> • Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS
Retail Analog/Benchmark:	
Parity by design: Retail Analog	

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, ≥ 4 to 10, ≥ 10 , ≥ 30 seconds.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate. 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • CLEC Transaction Intervals 	<ul style="list-style-type: none"> • BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

MAINTENANCE & REPAIR

Report/Measurement:	
Average Answer Time – Repair Centers	
Definition:	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
<ul style="list-style-type: none"> CLEC Aggregate BST/CLEC Aggregate 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> CLEC Average Answer Time 	<ul style="list-style-type: none"> BST Average Answer Time
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
<ul style="list-style-type: none"> Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer). 	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
$\text{Invoice Accuracy} = (\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month}) / \text{Total Billed Revenues during current month} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate 	
Level of Disaggregation :	
<ul style="list-style-type: none"> Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> Report Month Invoice Type <ul style="list-style-type: none"> ➢ Total Billed Revenue Billing Related Adjustments 	<ul style="list-style-type: none"> Report Month Invoice Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS Total Billed Revenue Billing Related Adjustments
Retail Analog/Benchmark	
Retail Analog	

BILLING

Report/M Measurement:	
Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
$\text{Mean Time To Deliver Invoices} = \frac{\sum [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})]}{(\text{Count of Invoices Transmitted in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> > Resale > UNE > Interconnection • Geographic Scope <ul style="list-style-type: none"> > Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> > • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> > CRIS > CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days.	